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GARY R. HERBERT
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas & Mining

MICHAEL R. STYLER
Executive Director

JOHN R. BAZA
Division Director

July 25, 2006

Zions Bank
Attention: Gary McCarty
111 North 200 West
Provo, Utah 84601

Attention: Gary McCarty, Vice President, Zions Bank, 801-370-4108

Subject: Reclamation Surety, Certificate of Deposit for Wilhite & Associates, Inc. Gulch
Mine Site, S/023/087, Juab County, Utah
Certificate of Deposit no. _____ } Principal Amount \$10,400.00.

This letter describes the mutually agreed upon instructions of the below signed parties to Zions Bank ("Bank"), regarding the control, redemption, and release of Bank's above-described certificate of deposit ("CD"), which is being used as a surety to guarantee the availability of reclamation funds for the **Gulch mine site** ("Mine Site"), Juab County, Utah. It is the intention of the parties that the CD be utilized as surety to guarantee that \$10,400.00 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining ("Division") upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with applicable state law and regulations.

Ownership and Renewal:

Ownership of the CD is retained by Wilhite & Associates, Inc., a Utah corporation, ("Owners"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. The CD shall automatically renew indefinitely until either redeemed or released by the Director of the Division.

The Division may request CD information on an occasional basis. This letter grants approval by Wilhite & Associates, Inc. for the bank to provide CD information to the Division any time an inquiry is made via telephone, email, or letter.

Redemption:

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil, Gas and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

Release:

The Bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successors-in-interest. In the event of Bank cancellation of the Certificate of Deposit, the Division may transfer the certificate of deposit monies into a state managed cash account to assure or complete reclamation if the Operator does not replace the Certificate of Deposit within the ninety days of Bank cancellation notice. If the Bank is under a forced cancellation, the Division will immediately request the transfer of the CD funds to a state managed cash account.

☒ APPROVED

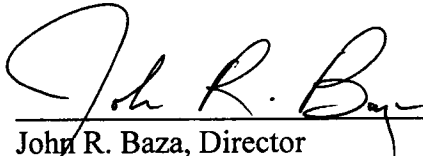
Accrued Interest:

Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest.

In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$10,400.00. All tax liabilities for accrued interest shall remain the sole responsibility of the Owners.

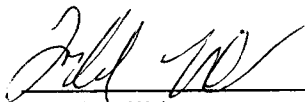
Bank will not be held liable for any dispute between the parties.

Agreed Upon By:



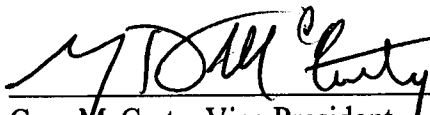
John R. Baza, Director
Utah Division of Oil, Gas & Mining

Date: 12/8/2006



Todd Wilhite
Wilhite & Associates, Inc
Tax ID Number: _____

Date: 9/20/06



Gary McCarty, Vice President
Zions Bank, Provo, Utah

Date: 10/13/06

ACCOUNT AGREEMENT AND SIGNATURE CARD

I/we, the undersigned authorized individual(s), agree to the terms and conditions of this account as contained in the Zions First National Bank (hereafter "Bank") Deposit Agreement, which has been received and is incorporated herein, as it may be amended, including but not limited to those concerning arbitration and venue.

CERTIFICATION - Under penalties of perjury, by my signature below on this signature card, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN) (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item "2" above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. The Internal Revenue Service does not require your consent to any provision on this document other than the certifications required to avoid backup withholding.

Account # _____ Type CD Ownership Corporation

Title: WILHITE AND ASSOCIATES INC

Date: 07/05/06

This Account Agreement is agreed to by:

1. WILHITE AND ASSOCIATES INC TIN: _____	<u>beneficiary</u>
2. M TODD WILHITE TIN: <u>458-73-4809</u>	
3. FBO STATE OF UTAH DOGM TIN: _____	<u>Custodian</u>
4. <u>Director, UTAH Division of oil gas & mining</u> TIN: _____	<u>John R. Byrnes</u>
5. _____ TIN: - -	
6. _____ TIN: - -	

Opened by: breann lehr

CORPORATE RESOLUTION

The undersigned corporate officer(s) of the corporation named on this account agreement certify that a meeting of the Corporation's Board of Directors was held in accordance with the state laws where it is incorporated and the following resolution was adopted. The Corporation is hereafter referred to as "Entity".

Secretary and/or President or Vice President

Date

Resolution/Authorization

This Entity shall open an account with the Bank, and until this authority is revoked by written notification to the Bank of such action by those authorizing this action, the persons named and whose signatures appear on this account agreement are hereby authorized to sign checks, drafts, withdrawal orders, bills of exchange, and make telephone transfers from this account for and in behalf of this Entity. The Entity will provide a new Resolution and complete a new Account Agreement for any change in signers. The Bank shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this authorization.

The Entity agrees that this account will be utilized according to applicable laws and the Deposit Agreement of the Bank. This account is subject to service fees as disclosed in the Bank's current fee schedule, now in effect or hereafter established. This resolution or authorization supersedes all prior authorizations, which are hereby canceled.

COPY

5/023/57